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To: Ms. Denise Revels Robinson
Director of Children and Family Services

From:

Re: Dawn Bonn and Associates

I sincerely appreciate the time you gave me yesterday with respect to my recent involvement with Dawn Bonn and Associates.

I am inclosing the "summary of events" that we discussed as well as other correspondence that has changed hands during this time. I am confident that we can eventually see justice prevail if my concerns are directed to the proper authorities of The State of Minnesota, which appears to be our first matter of business.

In addition to our conversation yesterday I had neglected to mention that I was told by Mr. Igell Hansen, the head of the American Embassy in Paraguay, that he was currently investigating the Mid-Wife involved in our adoption as blank documents and birth certificates were found in her possession. Mr. Hansen has stated to me that phone records have tied this person to Dawn Bonn. Do I believe these children were twins would you?

Thank you once again for your efforts and I look forward to hearing from you sometime next week. My phone number. Monday through Friday from 9:00 A.M. to 3:00 P.M. is:

Regards. (44)

DEPARTMENT OF STATE IS/FPC/CDR 1 4 RELEASE () DECLASSIFY Mil Cases Only: (HEXCISE () DECLASSIFY EO Citations () DENY IN PART () DELLITE Non-Reportative Info TS authority to: FDIA Exemptions (D) () CLASSIFY as () S or () C OADR P4 Eximptions () DOWNGRADE TS to () S or () C OADR

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Summary of Events 1101888111

This letter is intended to be a general description of the events that have taken place regarding the failed adoptions of Martin and Martina Areco Aguilera.

Sometime in mid-September, 1994 we learned about the availability of Martin and Martina Areco Aguilera from an agency, Today's Adoption, that operates out of Pennsylvania. My wife did some preliminary credibility checking of Today's Adoption and was fold in no uncertain terms by several state regulatory bodies that we should not enter into any business arrangements with this entity.

Through normal networking processes here in Chicago we learned about an agency in North St. Paul, Minnesota that does most if not all of their adoption placements out of Paraguay, where Martin and Martina were born. We contacted Dawn Bonn at Dawn Bonn and Associates (DBA) and questioned her in a consultant manner to see what she made of the situation. She told my wife that with the name of the attorney she might be able to find out more information for us. Subsequently, she told us that she worked with this attorney frequently, and was surprised that Today's Adoption had been given this referral in the first place. Upon contacting the attorney in Paraguay, she was told that she could place these children with us (through DBA) if we were interested. My wife then repeated the same credibility investigation that she had performed with the first agency and discovered no major problems concerning Dawn Bonn and Associates. Based on this information we began the adoption process by signing their contract and sending her our initial payment. At this point we were told how very important it was to fax our signed Power of Attorney to her, as this would initiate our paperwork in the Paraguayan systemand hold the children for us. We were clearly told that the children were no able to leave the country until four months had passed from the time they were given up for adoption, and that they had been given up at birth on September 10, 1994.

At this time we were instructed by Dawn Bonn to send her the following checks: A check made out to DBA for \$ 4,100.00 covering the International application, child finding, phone and courier fees, and an additional check made out to her lawyer in Paraguay, Ms. Carmen Airaldi, for the sum of \$15,000.00 representing 50% of the actual International Apoption Fee. Both of these checks were sent of September 26, 1994 as instructed.

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To: Ms. Denise Revels Robinson
Director of Children and Family Services

From:

Re: Dawn Bonn and Associates

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Thank you once again for your efforts and I look forward to hearing from you sometime next week. My phone number, Monday through Friday from 9:00 A.M. to 3:00 P.M. is 312-460-1441.

Regards,

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From that point on we waited until we were instructed to travel to Paraguav. We arrived in Paraguay on Sunday December 18th and that evening we received the babies for us to care for and be with throughout that week. This was to be the first of two scheduled visits to Paraguay as adopting in Paraguay is now recommended to be a two-trip process because of the legal work involved. From the period of September 26, 1994 until December 23, 1994 we had several conversations with Dawn Bonn and were clearly told that our second and last visit to Paraguay would be in "Early February," shortly after the courts reopened from their annual summer recess-the entire month of January-even though the children were eligible to leave on their four-month-old birthday (January 10, 1995). As I indicated in my letter to Dawn Bonn dated January 16, 1995, which I have included for you today, we were told on December 23, 1994, one day before we were to leave Paraguay, that we would not secure custody of the children until possibly April, 1995. This was a major disappointment to us. We believe Dawn Bonn knew or should have known that this was the case prior to our traveling to Paraguay in December. All she had to have done was to monitor the progress of our adoption with her representative, Ms. Airaldi, and she would have discovered that the court papers were not filed until December 8, 1995 (per Ms. Airaldi on December 23, 1995)-and that it is four months from this date that determines when the adoption can be finalized. Through our many conversations with her, Dawn Bonn knew that it was of major concern to us to get the children out in early February as five-month-olds. We were very concerned about the long-term effects of foster care, particularly because there were fifteen children in the home that these children were in. We believe she was grossly negligent, if not self-serving, in not notifying us that they would not be available until they were seven months old. Had we been given this information at that time we very likely would have decided to wait for another referral. This error possibly occured because of the vast number of cases DBA chose to process at the end of the year. In November, Dawn Bonn told my wife that she was handling approximately one hundred adoptions at that time. We met many DBA families who were in Paraguay for their second visit during the last two weeks of December and it was very clear to us that they were her first priority. As this was only our first visit, we did not have to clear all of the legal hurdles before the court recessed for an entire month.

In addition to the aforementioned time delay, the other major concern we were presented with was the health of Martina. While in Paraguay our time was fully consumed doing whatever we could with whatever medical resources that we knew to be available to attempt to determine if Martina was, in fact, a healthy child. From the moment we received her on that Sunday evening we knew she was not a normal, healthy child. What we did not know was if her condition was temporary or permanent. We compared her to our own children at that age, and to her twin brother, and found her extremely lethargic and dazed. All along we attempted to give her the benefit of the doubt by hoping that her state of health was primarily due to the lack of stimulation she had been subjected to throughout her short life, even though her brother did not show those symptoms. We visited two pediatricians, took blood tests, shot extensive video footage and even went as far as having an





MRI performed. Throughout our visit in Paraguay we called Dawn Bonn daily in Minnesota to alert her to the medical trials and tribulations as we went along. It was obvious to us through her lack of concern that we were not a priority at that time, and so we decided to attempt to resolve this health issue upon our return to the states.

We returned to the Chicago area in early January, and formulated a "game plan" with Dawn Bonn to attempt to put the health issue to rest. It was the first time I felt that she had any genuine concern for our problem and she quickly acknowledged that it had been so hectic for her trying to get all of the other children out by yearend that she now finally had a chance to "hear" our concerns. She resolved during that conversation on January 7, 1995 to do the following: She would call down to Paraguay and have Martina seen by the following group of doctors: a pediatrician, an audiologist, an infant physical therapist as well as a pediatric neurologist. (Why hadn't she suggested those doctors while we were in Paraguay, we wondered?) On Wednesday, January 11th she contacted us and told us Martina had been seen by the Embassy pediatrician and that he thought she was fine and would not refer her to see any other medical doctors. Otherwise stated, she told me I should trust this one doctors' opinion and take this child to be my own with no further consultations. This was clearly not going to happen. and I had already taken our extensive video footage and the MRI to a pediatric neurologist here in Chicago only to discover that he had some serious concerns about the health of the child based on what he had seen.

During that phone call on January 11, 1993 it was then that Dawn Bonn stated that we would never get the information that would make us comfortable with this adoption. She said that she knew the signs of an adoption that had "gone bad" and suggested, "why don't we just call this off and I'll give you your money back." We clarified that the money would include both the \$ 4,100.00 we paid to her, as well as the \$22,500.00 that we had given Ms. Airaldi to date (We-had given Ms. Airaldi an additional \$7,500.00 on December 23, 1994 while in Paraguay per explicit instructions from Dawn Bonn.) It was obvious to me that all other monies we expended along the way would be out of our pocket and would be our costs of this failed adoption. This includes all travel expenses, as well as considerable medical and phone bills. We responded to Dawn by stating that we thought it would be best to think it over for one or two days and we would get back to her. During that time my wife and I conceded that Dawn Bonn was no longer "on our side" in that if she really wanted to assist in determining the health status of the child she would have found a way for her to be seen by these other medical professionals, perhaps even having us fly in doctors from outside of Paraguay (which we were prepared to do). Instead, it was obvious to us that she had no interest in continuing the process. This decisionmaking process was terribly painful as we had become extremely emotionally involved with, and committed to these children in the months that had gone by. We phoned her on January 15, 1995 and accepted her offer to abort the adoption and I acknowledged all of the discussed terms in my letter to her dated January 16, 1995. There was absolutely no response on her behalf to the terms of the letter as I had



indicated she do within ten day upon receipt (We have the green, signed return-receipt with her signature).

Needless to say, February 5, 1995 (the deadline for payment as outlined by my letter) came and went and all I have had are a series of promises made by her to pay me by such and such a date (as outlined in my recent letter dated March 10, 1995). She has made comments to the effect that she has been dealing with Ms Airaldi for eleven years and has yet to have a problem with funds being returned. She has also made the implication that because I made the bulk of the checks out to Ms. Airaldi, my refund is a problem between me and Ms. Airaldi. She has tried to make me feel that she has no resonsibility for these funds when we all know that Ms. Airaldi is clearly her agent and all monies paid to Ms. Airaldi were at the direction of Dawn Bonn & Associates. In any event, if Dawn Bonn had been dealing in good faith I would at the very least have had the check for \$4,100.00 that I paid directly to her. I cannot begin to tell you how disgusted my wife and I are at this whole situation. Dawn Bonn has been a major source of aggravation and heartache for us particularly since the February 5th date passed. When this is over we have serious plans to contact all State and Federal regulatory departments, as well as all adoption related referring bodies to notify them of her mishandling of our situation.

Additionally, we feel it is important to give you the following information even though we do not know the impact it may have actually had on our case. While in Paraguay we uncovered a major fraud. The children's initial blood tests (which we had received from Today's Adoption along with copies of the children's birth certificates) were reported to us on the stationary of a prominent laboratory in Asuncion, Paraguay. This clinic is owned, or partially owned by Dr. Fructos, the physician used by the U.S. Embassy to clear adopted children prior to the Embassy granting their exit visas. At Dawn Bonn's suggestion we visited the clinic to have Dr. Fructos evaluate Martina. We showed him the paperwork as background information in hopes it would assist in his evaluation of her. At that time it was discovered that someone had forged both the test results and a clinicians' signature onto the clinic stationary. Their lab results are always computer generated and someone had gone out of their way to white-out the middle of the computer paper and type in the lab results while leaving the letterhead on top and at bottom. I mention this because Dr. Fructos was the doctor that later told Dawn Bonn that he would not refer Martina to any further physicians. (Even Dawn Bonn had thought that was odd because, as she told us, that 1) he refers many, many children to specialists, and 2) he gets referral fees each time he does so.) After re-doing the tests and finding them to be identical to the originals, we were told by the head of the clinic that a law suit would be forthcoming against both the current attorney and whomever had brought the children to her for adoption. Importantly, this episode wasalso of great interest to Mr. Igell Hansen, the head of the American Embassy in Asuncion, and we had lengthly discussions with him regarding this matter. I am convinced that he would also view the current business practices of Dawn Bonn' regarding my refund as serious violations if we were to alert him of them. Please keep this in mind for future leverage if necessary. This would also directly effect Ms.



Airaldi as she deals with the Embassy directly and Mr. Hansen loves to hear about these type of things.

I think I have given you enough to go on for now. Ideally I would like to have no further contact personally with Dawn Bonn and would like you to instruct her accordingly when you write her. She can be reached at:

Dawn Bonn & Associates 2206 Ariel Street North St. Paul, MN 55109 Phone (612) 779-0273 FAX (612) 779-7122

My address is as follows:

I look forward to hearing from you at your earliest convenience regarding your fee structure, et cetera. Thank you for your time and concern.

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Dawn Bonn and Associates
2206 Ariel Street
North St. Paul, MN
55109

January 16, 1995

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Dear Dawn.

This letter serves to confirm our conversation yesterday agreeing that we have decided not to adopt Martin and Martina Areco Aguilera. This decision is a result of, but is not limited to the following reasons:

- 1. We have determined based on available test results and consultations with experts both in Paraguay and in the U.S., that the health of Martina is, in our opinion, questionable, and therefore subject to further tests and consultations which, we are told, are unavailable at the present time.
- 2. Additionally, we find the unexpected time delay from "early February" per Dawn Bonn and Associates (given to us on several occassions prior to leaving for Paraguay) to our understanding on December 23, 1994 from Ms. Carmen Airaldi that we would not secure custody of the children until March or possibly April 1995, to be both incompetent and unnacceptable.

We understand that we will be receiving a refund in the sum of \$ 26,600.00 by February 5, 1995. This includes \$ 22,500.00 paid to Ms. Carmen Airaldi as well as \$ 4,100.00 paid to Dawn Bonn and Associates. The refund at present shall exclude travel and medical expenses aproximating \$ 9,000.00 paid by ourselves relating to our trip to Paraguay from December 18 to December 23, 1994, as well as miscellaneous expenses incurred prior to, during and subsequent to the aforementioned trip which are particularly related to the health of the children.

Please respond to us within ten days of receipt of this letter if you are in disagreement with the aforementioned facts pertaining to our subsequent refund.



To: Dawn Bonn and Associates

Attention - Dawn Bonn

From:

Date: March 10, 1995 Re: Adoption Refund

This FAX serves to document the events of the past two weeks as well as to inform Dawn Bonn and Associates of our following course of action.

Saturday, February 25, 1995

Dawn Bonn contacted and stated the following:

"I will be sending you my check for \$ 4,100.00 on Monday, February
27, 1995 and I should be getting the balance of \$ 22,500.00 by the
end of next week."

Eight days went by and there was no contact by either party and no check or checks were received.

Sunday, March 5, 1995

Dawn Bonn contacted and stated the following:

"Tomorrow I will be sending you my check for \$ 4,100.00 as well as a partial payment of \$ 7,500.00 of the additional \$ 22,500.00.

I expect to have the balance of \$ 15,000.00 by the end of the week." In addition she stated that she should be able to get to the bank that Monday but in any event she would "DHL - overnight" the payment by Tuesday at the latest.

Friday, March 10,1995

Associates. The entire sum of \$ 26,100.00 was indicated in his letter dated January 16, 1995 as to have been payable on or about February 5, 1995. As of today March 10, 1995, has retained Mr. Ronald Mesbesher of the law firm Meshbesher & Spence to represent him in this matter.

cc. Mr. Ronald Meshbesher

Asunción, 6 de merzo do 1995.

Apreciados Senores Aroyn:

Con gran sorpresa, nos hemos enterad que han desisitido de la adopción de los menores Martin y Mar della Areco Aguilera. Les hacemos abor, que si en otro nument deciden adoptar, estamos a sus ordenes, para ayudarles en ted lo que está en nuestras manos.

Con relación a su podido de devolucion de lopbonado por este caso. Las solicitamos una espera do 30 (Treinta) días contados a partir de la fecha de la presente case fin la a pera de una respuesta favora

ble a este pedido, nos despedimos de Ustedes muy condialmente

Dra. Carmen Coronel de Airaldi

Dra. M ria Luisa vera de López

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PHONE No. : 612 646762

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DAWN BONN & ASSOCIATES

Consulting Firm for International Adoption in Affiliation with Summit Adoption Home Studies, Inc.

2206 Ariel Street North St. Paul, MN 55109 USA Phone (612) 779-0273 Fax (612) 779-7122

REFUND RECEIPT

Dawn Bonn & Associates (DBA) has refunded \$4,000.00 to for payment they made for DBA's child finding service. This a the full and final refund from DBA.

In addition, Carmen Arialdi (through DBA) has refunded \$7,500.00 to Mark and Carol for payment they made from international adoption fees. An additional \$15,000.00 is still outstanding from Carmen Arialdi and will be refunded as expeditiously as possible.

Dated: 1 May 30/95

DAWN BONN & ASSOCIATES

April 18, 1995

To:

Dawn Bonn and Associates

From: Attn:

Dawn Bonn

Re:

Balance of Refund

We are in receipt of your "Refund Receipt" dated March 30, 1995 along with the two seperate checks amounting to a partial payment of \$ 11,500.06 of the \$ 26,500.00 owed to us. We have also received the letter dated March 6, 1995 written to us by Ms. Carmen Airaldi, which you forwarded to us, indicating that the balance was to be remitted to us within 30 days. It is currently 13 days beyond the 30 day time period indicated and we are now questioning the status of these funds.

Please Fax us at as soon as possible with an indication as to when we may expect this final balance owed. Thank you for your cooperation.

cc: Mr Ronald Graham, Better Business Bureau of Minnesota

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DAWN BONN & ASSOCIATES

Consulting Firm for International Adoption

2206 Ariel Street

North St. Paul Minnesota 55109

(612) 779-0273

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May 12, 1995

Minnesota Better Business Bureau 2706 Gannon Road St. Paul, Minnesota 55116

To Whom It May Concern:

Dawn Bonn and Associates (DBA) have been informed by the Attorneys, DeAiraldi and DeLopez that they are sorry for the delay due to the slow-down in the court system.

The attorneys currently have three adoptions that will be completed in the month of May 1995. The second half of the international fee is due at that time for each of these adoptions. Therefore, DeAirald and DeLopez will have two of these families forward their checks (\$7,500,00) to DBA who will in turn forward them to the family.

Sincercly,

Down M. Bonn

Dawn M. Bonn Dawn Bonn & Associates

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DAWN BONN & ASSOCIATES

Consulting Firm for International Adoption in Affiliation with Summit Adoption Home Studies, Inc.

2206 Ariel Sire North St. Paul, MN 55109 USA 1,002 (612) 779-027 Far (612) 779-7122

PARAGUAY CHILD FINDING SERVICE AGREEMENT

THIS INTERNATIONAL ADOPTION SERVICE AGREEMENT is made as of the the day of

19____ by and between DAWN BONN & ASSOCIATES, and

collectively the "Adopting Parents")

FEES - EXPLANATIONS AND CONDITIONS

Fees and Explanations. The fees for the services provided by DAWN BONN & ASSOCIATES (hereinafter "DBA"), along with an explanation, are as follows:

- a. Application Fee: \$100.00, payment due with completed application. Covers costs of initiating a case file. Fee is non-refundable.
- b. International Child Finding Fee and Phone and Courier Fee: \$2,400.00 (for one child) and \$1,800.00 (for each additional child), due upon acceptance of referral in cashier of personal check made payable to Mary B. Bonn. Covers cost of the child finder in locating and matching a child for referral and the maintenance of our international referral system; and for numerous contacts and passage of documents between organizations, governments and the State of Minnesota. If Adopting Parents terminate the adoption process before accepting referral, they are liable for such pro rata charges. If Adopting Parents terminate the adoption process after accepting referral, fee is not refundable.
- c. International Adoption Fee: The fee is \$15,000.00 per child. The Lawyer is paid in two installments. They are as follows:
 - 1) 50% (in a certified check) due upon acceptance of referral, made payable to: (Lawyer's Name) and sent to DAWN BONN & ASSOCIATES to forward;
 - 2) 50% (the balance) due on the day the Paraguayan adoption court papers are finalized and signed.

THIS FEE MAY BE SUBJECT TO CHANGES BY ORGANIZATIONS OR PERSONS IN FOREIGN COUNTRIES BEYOND THE CONTROL OF DBA, AND DBA ASSUMES NO LIABILITY FOR ANY CHANGE IN THIS FEE FROM THE AMOUNT ORIGINALLY ESTIMATED. Payments may be due well in advance of actual placement of the child and are not refundable.

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d. State Licensed Adoption Agency Fee: Effective August 1, 1994, Minnesota State Law requires that all adoption consulting services/child finding facilitators be affiliated with a Minnesota state licensed adoption agency. Therefore, DBA has chosen Summit Adoption Home Studies, Inc. ("Summit"), 1389 Summit Avenue, St. Paul, MN 55105, as its sole affiliate. Summit's role is

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on swew and verify each from study for the clients of DBA upon Summit approve in referral letter from Summit will be attached to the home study and returned to DBA for further

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in the amount of \$250,00 Unicoesystes to the state licensed adoption agency fee. DBA will forward your payment and home study to Summit.

child's documents (Medical, Visa, Passport and Departure Tax). Note: DBA is not responsible for expired INS documents. (See "Current Paraguay Expenses" in pink information packet for more detail.)

Miscellaneous Fees: If additional fees are required by others to complete the adoption process, the Adopting Parents will be notified in advance and shall be responsible for the payment.

Conditions Relating to Fees. The terms and conditions relating to the payment of fees for services provided by DBA are as follows:

a. No further case progress will take place when any fees are past due.

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- b. Fees are an obligation of the Adopting Parents to pay in full when due. Fees are not subsequently refundable except as described on page 1, paragraph b and are subject to collection by DBA when due, plus all associated collection costs, including reasonable attorney fees, whether the adoption process continues to completion or not. Adopting Parents understand that if they elect to discontinue the adoption process, they are liable for such process charges, up to the full fee.
- Estimates of charges due to others are provided for information purposes only. DBA estimates have in the past been accurate and complete. However, Adopting Parents understand that DBA is unable to: guarantee or enforce the charges of others, guarantee that no new categories of charges will be required, or guarantee that dates scheduled for overseas trips may not be canceled or rescheduled because of events beyond its control. All such costs are solely the Adopting Parents' risk and responsibility.

GENERAL TERMS AND CONDITIONS

Adopting Parents understand that DBA cannot promise or guarantee a specific foreign court date or a maximum elapsed time for implementing or finalizing the adoption process in the court system of the foreign country selected. Adopting Parents agree that, to facilitate the adoption process and minimize any possible disruption with the international child finding network of DBA, they will:

- a. not travel to the selected foreign country to participate in any way in the adoption process without a travel date first having been authorized by DBA;
- b. not travel to the selected foreign country to participate in any way in the adoption process if DBA advises against doing so:

Adopting Parents understand that any violation of these conditions may result in DBA terminating the adoption process without in any way relieving Adopting Parents of their obligation to pay such pro rate charges, up to the full fee.

2. Adopting Parents understand and acknowledge that any child or children referred to them by DBA

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Revised - 10/17/94

Page 2

- THEY be examined by doctors of their own choosing in the foreign country selected
- Coption being inalized that Adopting Parents themselves accept full responsibility for the sequence and cost of any such medical examination and that DBA cannot guarantee the future.
- nealth or medical condition of the adopted char-
- Adopting Parents understand, acknowledge and agree that when the final adoption decre been granted by the foreign court,
- the child becomes their absolute and sole responsibility; an
- to, upon returning to the United States, they will finalize the adoption under U.S. law in the time prescribed and will take all steps necessary to have the child naturalized as a U.S. citizen within not more than five years after the date of the final U.S. adoption decree; or
- finalize in country of residence

Mo Guarantee of Placement. This Agreement is not intended to guarantee placement of a child efforts to adopt children from a foreign country may involve circumstances which are beyond the control of DBA. Such circumstances may interfere with or interrupt the adoption process. DBA takes all reasonable precautions to anticipate and avoid such risks, but cannot assure its efforts will always prove successful. The Adopting Parents understand that placement of a child is not guaranteed and, except as noted on page 1, paragraph b in this Agreement, failure to adopt a child does not in any way relieve the Adopting Parents of their obligation to pay DBA for its fees when

Representatives of the Adopting Parents. The Adopting Parents hereby represent an acknowledge that they have read and understand this Agreement and the consequences hereo The Adopting Parents acknowledge that they have received adequate opportunity to read an consider this Agreement

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